### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 1 of 43

07/02/2021
Shirley Faust
CLERK
Missoula County District Court
STATE OF MONTANA
By: Ruth Winzel
DV-32-2021-0000802-OC
Larson, John W
1.00

Brooks Siegel, Esq. 3323 NE 163<sup>rd</sup> Street, Suite 504 North Miami Beach, Florida 33160 Tel. No.: (888) 415-0610 eservice@lemonlawgrouppartners.com Attorney for Plaintiffs Lelani R. Snyder and Joseph P. Maniscalco

### MONTANA FOURTH JUDICIAL DISTRICT COURT, MISSOULA COUNTY

LELANI R. SNYDER and Cause No.: JOSEPH P. MANISCALCO

Plaintiffs, Department No.:

v. Judge:

MERCEDES-BENZ USA, LLC, a Foreign Limited Liabiltiy Company and JAYCO, INC., a Foreign Profit Corporation

**COMPLAINT** 

Defendants.

## JURY TRIAL DEMANDED COMPLAINT AND JURY DEMAND

NOW COME Plaintiffs, Lelani R. Snyder and Joseph P. Maniscalco (hereinafter "Plaintiffs"), by and through their attorneys, Brooks Siegel and Lemon Law Group Partners PLC, and submit the following as their Complaint against Defendants Mercedes-Benz USA, LLC and Jayco, Inc.

### **PARTIES, JURISDICTION AND VENUE**

- Plaintiffs Lelani R. Snyder and Joseph P. Maniscalco are individuals residing at 1320
   Sunset Blvd. South, Cody, Wyoming 82414.
- 2. Defendant Mercedes-Benz USA, LLC (hereinafter "Defendant Chassis Manufacturer" or "Defendant Mercedes-Benz") may be served through its registered agent, CT Corporation

- System, 3011 American Way, Missoula, Montana 59808.
- 3. Defendant Jayco, Inc. (hereinafter "Defendant Motorhome Manufacturer" or "Defendant Jayco") may be served through its registered agent, CT Corporation System, 334 North Senate Avenue, Indianapolis, Indiana 46204.
- The transactions and occurrences involved in this action took place in the State of Montana, County of Missoula.
- 5. This court has jurisdiction over this action by virtue of Rule 3(A)(1)(c)(ii) of the Montana Rules of Civil Procedure.

### **COMMON AVERMENTS**

- 6. On or about June 18, 2020, Plaintiffs purchased a new 2020 Jayco Melbourne 24LP motorhome, VIN: 24LPWDAPF4CD0KN049811 (hereinafter "Subject Vehicle") at an Authorized Dealership located in the State of Montana. Please see Exhibit A: Purchase Agreement.
- 7. At the time of purchase, the Subject Vehicle was accompanied by factory warranties which, in relevant part, provided for a Jayco two (2) year limited warranty and a Mercedes-Benz five (5) year/100,000 mile Powertrain warranty and three (3) year/36,000 mile chassis warranty (the "Warranties"). Please see Exhibit B: Pertinent Portion of Warranties. Full warranties are in Defendants' Possession.
- 8. The Subject Vehicle was purchased primarily for personal, family, and/or household purposes.
- 9. Defendants' warranties covered any repairs or replacements needed during the warranty periods and/or due to defects in factory materials or workmanship.
- 10. In fact, when delivered, the Subject Vehicle was defective in materials and workmanship,

- such defects being discovered within the warranty periods and repairs were attempted.
- 11. Shortly after purchase, Plaintiffs noticed defects in the Subject Vehicle and returned the Subject Vehicle to Authorized Dealerships on at least five (5) occasions to repair defects to the Subject Vehicle including: knocking noise from engine area despite numerous repair attempts, twenty-four (24) hydraulic elements on engine necessitating replacement, two (2) camshafts necessitating replacement, twelve (12) rocker arms necessitating replacement, knocking noise persists despite replacement of numerous parts, vehicle required towing in to service on numerous occasions, AdBlue system fault message illuminating, sensors replaced due to defects, DPF (Diesel Particulate Filter) defects despite numerous repair attempts, exhaust system defects despite numerous repair attempts, black tank dump valve defects necessitating replacement, furnace line kinked, and stovetop will not light. Please see Exhibit C: Repair Orders.
- 12. Subject Vehicle has been out-of-service for at least fifty-six (56) total days for the aforementioned repairs. Please see Exhibit C.
- 13. Despite the prolonged time during which the Subject Vehicle has been out-of-service,

  Defendants have failed to repair the Subject Vehicle so as to bring it into conformity with
  the warranties set forth herein.
- 14. The defects experienced by Plaintiffs with the Subject Vehicle substantially impaired its use, value, and safety to the Plaintiffs, and have shaken the Plaintiffs' faith in the vehicle to operate as dependable transportation.
- 15. Despite Plaintiffs' repeated efforts to allow Defendants the opportunity to conform the Subject Vehicle, many nonconforming and defective conditions were not repaired, and still exist.

- 16. The Subject Vehicle still has issues including engine defects and stovetop defects.
- 17. Plaintiffs directly notified Defendants of the defective conditions of the vehicle on numerous occasions and that they desired a buy-back of the Subject Vehicle, wherein Defendants failed and refused to buy back Plaintiffs' defective Subject Vehicle and to reimburse Plaintiffs pursuant to their rights under State and Federal Laws. Please see Exhibit D: Written Notification.
- 18. This cause of action arises out of the Defendants' Breach of Warranty and violation of the Federal Magnuson-Moss Warranty Act, as well as Defendant Mercedes-Benz's violation of the Montana Lemon Law as set forth in this Complaint.
- 19. Plaintiffs seek judgment against Defendants in whatever amount Plaintiffs are entitled to, including equitable relief, consequential damages, along with the costs and expenses of this action.
- 20. There is no other pending or resolved civil action arising out of the same transaction or occurrence alleged in this Complaint.

## COUNT I BREACH OF FACTORY WARRANTY

- 21. Plaintiffs fully repeat and incorporate Paragraphs 1 through 20, as set forth above.
- 22. Defendant Jayco extended to Plaintiffs a two (2) year limited warranty. Defendant Mercedes-Benz extended to Plaintiffs a five (5) year/100,000 mile Powertrain warranty and three (3) year/36,000 mile chassis warranty (the "Warranties").
- 23. Plaintiffs, seeking to repair the Subject Vehicle, attempted to exercise Plaintiffs' rights under the Warranties.
- 24. Defendants have failed to honor the terms of the Warranties.

- 25. Defendants have failed or refused to repair the issues which include engine defects and stovetop defects.
- 26. As a result of the actions set forth above, Defendants have breached their warranties.
- 27. As a result of Defendants' breach of warranty, Plaintiffs have, and will continue to, suffer significant monetary and consequential damages.

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter Judgment in favor of Plaintiffs and against Defendant in an amount to be proven at trial, including all consequential damages, incidental damages, equitable remedies, costs, interest, and attorney fees.

## COUNT II BREACH OF MAGNUSON-MOSS WARRANTY ACT

- 28. Plaintiffs fully repeat and incorporate Paragraphs 1 through 27, as set forth above.
- 29. This Court has jurisdiction to decide claims brought under 15 USC § 2301 et seq., by virtue of 15 USC § 2310(d)(1)(A).
- 30. Plaintiffs are "consumer"s as defined by 15 USC § 2301(3).
- 31. Defendants are "supplier"s and "warrantor"s as defined by 15 USC § 2301(4)(5).
- 32. The Subject Vehicle is a "consumer product" as defined by 15 USC § 2301(6).
- 33. 15 USC § 2310(d)(1)(A), requires Defendants, as warrantors, to remedy any defects, malfunction or non-conformance of the Subject Vehicle within a reasonable time and without charge to Plaintiffs, as defined in 15 USC § 2304(d).
- 34. The actions of Defendants as hereinabove described, in failing to tender the Subject

  Vehicle to Plaintiffs free of defects and refusing to repair or replace the defective vehicle
  tendered to Plaintiffs, constitute a breach of the written warranties covering the Subject

  Vehicle; and thus, constitute a violation of the Magnuson-Moss Warranty Act.

- 35. Despite repeated demands and despite the fact that the Plaintiffs have complied with all reasonable terms and conditions imposed upon them by Defendants, Defendants have failed and refused to cure any defects and non-conformity with the Subject Vehicle.
- 36. As a result of Defendants' breach of factory warranty as set forth above, and Defendants' failure to honor their obligations under their warranties, Plaintiffs have, and will continue to, suffer damages as enumerated above.
- 37. Defendants had a reasonable opportunity to remedy the defects in the vehicle but have failed to do so, thereby entitling Plaintiffs to a refund of the purchase price pursuant to the Magnuson-Moss Warranty Act.
- 38. Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), Plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including attorney's fees based on actual time expended.

### COUNT III MONTANA CODE ANN. §§ 61-4-501 - 61-4-533 "LEMON LAW"

- 39. Plaintiffs fully repeat and incorporate Paragraphs 1 through 38, as set forth above.
- 40. Plaintiffs are "consumer"s under the Montana Lemon Law, MT Code Ann. § 61-4-501 (2).
- 41. Defendant Mercedes-Benz is a "manufacturer" under the Montana Lemon Law, MT Code Ann. § 61-4-501 (4).
- 42. The "warranty period" is defined as the period ending two (2) years after the date of the original delivery to the consumer of a new motor vehicle or during the first 18,000 miles of operation, whichever is earlier, MT Code Ann. § 61-4-501 (7).
- 43. The Subject Vehicle is a "motor vehicle" under the Montana Lemon Law, MT Code Ann.

§ 61-4-501 (5) (a).

- 44. It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the warranty if either of the following occur,
  - (1) the same nonconformity has been subject to repair four (4) or more times by the manufacturer or its agent or authorized dealer during the warranty period but the nonconformity continues to exist, MT Code Ann. § 61-4-504 (1); or
  - (2) the motor vehicle is out of service because of nonconformity for a cumulative total of thirty (30) or more business days during the warranty period after notification of the manufacturer, agent, or dealer, MT Code Ann. § 61-4-504 (2).
- 45. During the warranty period, the Subject Vehicle was subject to repair on at least five (5) occasions and was out of service by reason of repair for at least fifty-six (56) days. All attempted repairs were unsuccessful as the Subject Vehicle continues to have the aforementioned defects.
- 46. The aforementioned defects substantially impair the use or value of the Subject Vehicle to Plaintiffs and prevent the Subject Vehicle from conforming to the Defendant Mercedes-Benz's factory warranties.

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiffs pray for judgment as follows:

- (1) For actual damages according to proof at trial;
- (2) For a refund of the purchase price of Subject Vehicle;
- (3) For Defendants to accept return of Subject Vehicle;
- (4) For attorney's fees and costs of suit incurred herein;
- (5) For such other and further relief as the court deems just and proper under

the circumstances;

(6) That all issues be tried before a jury.

Dated: 22<sup>nd</sup> day of June, 2021

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: /s/ Brooks Siegel
Brooks Siegel
LEMON LAW GROUP PARTNERS PLC
3323 NE 163<sup>rd</sup> Street, Suite 504
North Miami Beach, FL 33160
Telephone: (888) 415-0610

Fax: (888) 809-7010 Attorneys for Plaintiffs

# EXHIBIT A

PO Box 3766 - 8466 Huffine Lane Bozeman, MT 59718



6708 S. Frontage Road Billings, MT 59101

Subject to the terror and condition to but	(jskyrv.com	( Unit.
Subject to the terms and conditions on both sides of this AGREEMENT,	[17] 强制的控制的连续保护的图片。12 10 10 10 10 10 10 10 10 10 10 10 10 10	
JOSEPH P MANISCALCO  COPINCHASER  LELANT R SHITDER  ADDRESS  1320 SUNSET BLVD S/PO BOX 2274  DATE: 05/18/20  CUSTOMERNUMER	PURCHASER BUS PHONE  (307 - 250 - 17.33  CITY STAYES  CODY, WY SALES PERSON:  (940E SANT)	
NEW G PRE-OWNED C SERIAL NUMBER WDAPI 40DOKNO	MODEL BODYTYPE MC 1966 24LF COLOR DUSK STOCKNUMBER	1939
UPGRADE BUAL 24G BATT B24/B24B GC POWER 190WATT SDLAR GP/GPB INSTALL 12V C PAP PLUG IN BEDROOM	BASE PRICE:	101065.00 M//
	DEALER INSTALLED OPTIONS SUB-TOTAL	1155.00 102220,D0
DESCRIPTION OF TRADE I:  YE. MAKE, MODEL BODY TYPE MELEAGE:  10 JB JSEMSH 1 V 20 4 3 6	TRADE ALLOWANCE 15000.00  LESS BALLANCE N/A  NET ALLOWANCE 15000.00	
DESCRIPTION OF TRADE 2:  YR. MAKE. MODEL: BODY TYPE:  MILEAGE:	DEPOSIT (non-refundable) 85220,00  NET EQUITY  SUB-TOTAL	100220-0 N/
IMPORTANT NOTICE OF LEGAL RIGHTS AND LIMITATIONS—SEE BACKSIDE FOR ADDITIONAL TERMS  DISCLAIMER OF WARRANTIES; Only the Manufacturer of a very Unit offers it warranty. Dealer is not party to the Manufacturer Warranty and neither assumes, nor auditorizes any person to assume for Dealer any facility in connection with the Manufacturer	LEIN FILLING FEE SALES TAXES (IF APPLICABLE) UNPAID BALANCE	i N/
Warranty on the rale of a new Unit, Dealer does not offer a warranty on new Units and disclaims any express or implied warrantier and guarantees on new Units, including without limitsation, the IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR APARTICULAR PURPOSE—the RV is sold AS-IS. In addition, Purchaser(s) agree that any warranty made by the macufacturer has not been made by the Dealer.  PRE-OWNED RV DISCLAIMER OF WARRANTIES: Some pre-owned Units may qualify for a service contract offered through a third party vender. Dealer in not a party to any liebility in connection with the service contract. Dealer does not offer a warranty on pre-owned Units and disclaims any express or implied warranties and custome for Dealer, any liebility in connection with the service contract. Dealer does not offer a warranty on pre-owned Units and disclaims any express or implied warranties and customes for Dealer, and Linke and disclaims any express or implied warranties and customes on pre-owned Coits, suchoding without implication, the IMPLIED WARRANTIES OF MERCHANTABILITY AND ETINESS FOR A PARTICULAR PURPOSE—the RV is sold AS-IS.	THIS PURCHASE AGREEMENT CONTAINS THE ENTIRE UNIBETWEEN PURCHASER(S) AND BIG SKY RV, INC. NO ONE I TO MAKE ANY REPRESENTATION BEYOND THIS AGREEMED OTHER REPRESENTATIONS OR INDUCEMENTS, VERBAL OBEEN MADE WHICH ARE NOT CONTAINED ON THIS DOCUSIGNING BELOW PURCHASER(S) ACKNOWLEDGE THAT IN AND UNDERSLAND THE TERMS OF THIS AGREEMENT, IN PRINTED ON THE REVERSE SIDE, WHICH INCLUDE A ME IS CLAUSE, AND THAT LIWE HAVE RECEIVED A COPY OF AGREEMENT.	DERSTANDING HAS AUTHORITY ENT AND NO R WRITTEN HAVE MENT. BY WE HAVE READ POLLUDING THOSE DIATION AND AS
1. We understand and agree that I/We have been provided a copy of the following documents and have read and reviewed, or had the opportunity to read and review, and agree to the terms of:  This Agreement  Letter Regarding Warranty for New/Pre-owned RV  Big Sky RV, Inc. RV Handbook.	Purchaser: The last of the Property of the Purchaser: The last of the Purchaser of the Purc	
Entry on Willel	Printed Name: NOISE AREA	

### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 11 of 43



**Big Sky RV, Inc**PO Box 3766 - 8466 Huffine Ln
Bozeman, MT 59718
406.587.0039

**Big Sky RV of Billings** 6708 S. Frontage RD Billings, MT 59101 406.281.7971

Date 13 JUN 2020	N7959	SQ # 6312			3411	Sales Person!	Sales Pe.		tomer Number
3 d yerr			Bome ffix	150 SA	abile Phone	WADE SANT		(26	229)
OSEPH MANISC	ALCO		307-587-		7-250-1731	VELOTREKKING	V/1186.6		
iddress		<b>\</b>	203 30.		ty	VELOTHERRINGE			
320 SUNSET BL	VD. SOUTH				) DY	and the second s	State: WY	Postal 82414	
O-Bayer			Home Pho		obile Phone	CO Buyer Email	Akt	0.44	
ELANI SNYDER			307-587-4	4619	7,000				
		Wile Marine Marine Marine		Traffic	(* 1 dete 1 )		M W.	es es Bellio Hello Holle	nogia a la jorgazza s
ear Manutacti		Brand	Model	ryp∈	- to be a second of the contract of the contra	# Serial#		VIN #	
020 JAYCO		MELBOURNE	24LP	CLASS C	NEW	1L1ZL0101		WDAPF4CD0	VNIO40011
anufacturer Optio					Bealer Options			TOTAL TODO	(14043011
USTOMER VALU				4,700.00	UPGRADE DUAL	24G BATT B24/824	E		190.0
UN FOLDING W	INDSHIELD S	HADE		285.00		VATT SOLAR GP/GF			965.0
YDRAULIC AUT				2,595.00	INSTALL 12V C PA	AP PLUG IN BEDRO	OM		0.0
AINIMUM ADVE	HIISED PRICE	SUPPLEMENT		2,534.00	1				0.0
				ling of	calbrata -		get Brazilia		
Year Make	75-20-20-20-20-20-20-20-20-20-20-20-20-20-	=	Model			Туре			Approx. Payo
					der auftrefahredt		41444 dag 2si	144944-77	
				The Board	7 - Francisco (1980)				
ake				Model				Year	Capacit
			100 to		Control of the state of the sta		* : 1965-14		- apaci
	H = 1								
					10 CH P 25 1/3 P CH	Trues Car		ATTOM Min	
omments:			St 6/wat 1986				34120 mg 17. s		
omments;		- Programme of the					Andrew S. J. M.	Base Cost	97 395 0
srchaser acknowle	dues the follow	ing:					Alberta.	Base Cost \$	92,395.0
wchaser actorowie	dges the follow Quarantee tire co	ing: Indition and sympocity	disental and all the second				A190-545.	Base Cost \$ -Mfg Options	
srchaser acknowle 3lg Sky RV does not 3lg Sky RV does not 1 is the purchaser's n	diges the follow guarantee tire co re-purchase or "l esponsibility to	ing: ondition and expressly only back" RVs for any n	disclaims all warrant	ties either express	ed or implied.			Base Cost \$ - Mfg Options \$	
urchaser acknowle 3kg Sky RV does not 3kg Sky RV does not 1 is the purchaser's n	diges the follow guarantee tire co re-purchase or "l esponsibility to	ing: andition and expressly	disclaims all warrant	ties either express	ed or implied.	ne load capacities of the		Base Cost \$ -Mfg Options	10,114.0
srchaser actionwile Big Sky RV does not a Big Sky RV does not a I is the purchaser's r Whether new or used I RVs equipped with	dges the follow guarantee the co re-purchase or "le responsibility to a d, all RVs will nec	ing: ondition and expressly out back" RVs for any n fully research and unck d a varying degree of i	disclaims all warrant eason. erstand tow ratings a repair,	ties either expresso	ed or implied. their tow vehicle and th	ne load capacities of the	₩ RV.	Base Cost \$ -Mfg Options \$ Freight	10,114.0
erchaser acterowite Big Sky RV does not a Big Sky RV does not a It is the purchaser's r Whether new or used II RVs equipped with	dges the follow guarantee the co re-purchase or "le responsibility to a d, all RVs will nec	ing: andition and expressly ouy back" RVs for any n fully research and unck d a varying degree of i	disclaims all warrant eason. erstand tow ratings a repair,	ties either expresso	ed or implied. their tow vehicle and th		₩ RV.	Base Cost \$ -Mfg Options \$ Freight \$	10,114.0 795.0
erchaser actorowie 3lg Sky RV does not o 3lg Sky RV does not o 1 is the purchaser's r Whether new or used il RVs equipped with oter some Travel Tra	diges the follow guarantee tire co re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a lifers may require	ing:  nutrition and expressly  nuy back" RVs for any n  fully research and unck  ed a varying degree of n  nust be towed out of t  a weight distribution	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot wit hitch (EQ Hitch).	ties either expression distribution of capabilities of the a vehicle equipped the avehicle equipped the equipped the avehicle equipp	ed or implied. their tow vehicle and the	ne load capacities of the I. This if for your persona	ir RV. N safety,	Base Cost \$ Mfg Options \$ Freight \$ PDI \$	10,114.0 795.0 995.0
erchaser actorowie Big Sky RV does not i Big Sky RV does not i It is the purchaser's r Whether new or used II RVs equipped with oter some Travel Tra	diges the follow guarantee tire co re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a lifers may require	ing:  nutrition and expressly  nuy back" RVs for any n  fully research and unck  ed a varying degree of n  nust be towed out of t  a weight distribution	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot wit hitch (EQ Hitch).	ties either expression distribution of capabilities of the a vehicle equipped the avehicle equipped the equipped the avehicle equipp	ed or implied. their tow vehicle and the	ne load capacities of the	ir RV. N safety,	Base Cost \$ -Mfg Options \$ Freight \$ PDI	10,114.0 795.0 995.0
serchaser actionwile Big Sky RV does not it Big Sky RV does not it It is the purchaser's r Whether new or used If RVs equipped with oter some Travel Tra sed Vahicles: Purch rechanical condition.	diges the follow guarantee tire co re-purchase or "I responsibility to ri d, all RVs will nee n electric brakes ri ellers may require asser acknowleds	ing: prodition and expressly pay back" RVs for any n fully research and uncle ed a varying degree of a must be towed out of the a weight distribution pas if the RV is used, it the	disclaims all warrant eason. erstand tow ratings a repair, he Big Sky RV lot wit hitch (EQ Hitch). s being sold by deak	ties either expression capabilities of the a vehicle equipper on a "as-is" basil	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options	10,114.0 795.0 995.0
erchaser actionwie Big Sky RV does not it Big Sky RV does not it It is the purchaser's r Whether new or used If RVs equipped with ote: some Travel Tra sed Vehicles: Purch rechanical condition.	diges the follow guarantee tire or re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electric brakes i electric brakes i electri	ing: undition and expressly outy back" RVs for any n fully research and unck ed a varying degree of a must be towed out of the a weight distribution les if the RV is used, it is hereby expressly discipations	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, g	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options	10,114.0 795.0 995.0 1,155.0
srchaser actmowlering Sky RV does not all go	diges the follow guarantee tire or re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electric brakes i electric brakes i electri	ing: prodition and expressly pay back" RVs for any n fully research and uncle ed a varying degree of a must be towed out of the a weight distribution pas if the RV is used, it the	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, g	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Dealer Markup	10,114.0 795.0 995.0 1,155.0
srchaser actmowlering Sky RV does not all go	diges the follow guarantee tire or re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electric brakes i electric brakes i electri	ing: undition and expressly outy back" RVs for any n fully research and unck ed a varying degree of a must be towed out of the a weight distribution les if the RV is used, it is hereby expressly discipations	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, g	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ -Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Dealer Markup \$	10,114.0 795.0 995.0 1,155.0
srchaser actmowlering Sky RV does not all go	diges the follow guarantee tire or re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electric brakes i electric brakes i electri	ing: undition and expressly the property back of RVs for any n tuffy research and unck and a varying degree of a must be towed out of the a weight distribution the sift the RV is used, it is thereby expressly discipated.	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, g	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ -Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Dealer Markup \$ Total List	10,114.0 795.0 995.0 1,155.0
srchaser actmowlering Sky RV does not all go	diges the follow guarantee tire or re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electric brakes i electric brakes i electri	ing: undition and expressly the property back of RVs for any n tuffy research and unck and a varying degree of a must be towed out of the a weight distribution the sift the RV is used, it is thereby expressly discipated.	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, g	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ -Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Discount \$	10,114.0 795.0 995.0 1,155.0 0.0
srchaser actmowlering Sky RV does not all go	diges the follow guarantee tire or re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electric brakes i electric brakes i electri	ing: undition and expressly the property back of RVs for any n tuffy research and unck and a varying degree of a must be towed out of the a weight distribution the sift the RV is used, it is thereby expressly discipated.	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, g	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Discount	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0
srchaser actmowlering Sky RV does not all good and to all good	diges the follow guarantee tire or re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electric brakes i electric brakes i electri	ing: undition and expressly the property back of RVs for any n tuffy research and unck and a varying degree of a must be towed out of the a weight distribution the sift the RV is used, it is thereby expressly discipated.	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, g	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ -Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Discount \$	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0 (3,234.0
srchaser acknowles sig Sky RV does not a very RVs equipped with other some Travel Tra sed Vahicles: Purch echanical condition. sciaisser of Warrar ERCHANTABLE OR arsons to issue for the	diges the follow guarantee tire co re-purchase or "k responsibility to a d, all RVs will nee a electric brakes a electric brakes a electri	ing: undition and expressly the property back of RVs for any n tuffy research and unck and a varying degree of a must be towed out of the a weight distribution the sift the RV is used, it is thereby expressly discipated.	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot with hitch (EQ Hitch). Is being sold by deak alms all warranties, e	ties either expressand capabilities of the vehicle equipper on a "as-is" basilather expressed of	ed or implied. their tow vehicle and the ed with a brake control with no warranties exp	ne load capacities of the I. This if for your persons pressed or implied conc	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI 5 Dealer Options \$ Dealer Markup \$ Total List \$ Discount \$ Selling Price	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0 (3,234.06
erchaser actionwile sig Sky RV does not it sig Sky RV does not it its the purchaser's r Whether new or used it RVs equipped with oter some Travel Tra- sed Vehicles: Purch echanical condition. Isclaimer of Werrar ERCHANTABLE OR ersons to issue for the	dges the follow guarantee the co re-purchase or "is responsibility to a d, all RVs will nee a electric brakes a silers may require asser acknowledge attes. The dealer FITNESS FOR A see dealer any liab	ing: and the pressive purpose of the property	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot withitch (EQ Hitch). Is being sold by dealer aims all warranties, e SE. The dealer is not an the sole of the vehi	ties either expresse and capabilities of the vehicle equipper er on a "as-is" basis alther expressed of party to any manu- ide.	ed or implied.  their tow vehicle and the divided with a brake control  with no warranties explicitly including a facturer's warranty and	ne load capacities of the  I. This if for your persons  pressed or implied conc  INY IMPLIED WARRAN  neither assumes nor au	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Dealer Markup \$ Total List \$ Ofscount \$ Selling Price \$	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0 (3,234.06
erchaser acknowler Big Sky RV does not a Big	dges the follow guarantee the core-purchase or "leesponsibility to a d, all RVs will need electric brakes a electric brakes and asser acknowledge asser acknowledge. FITNESS FOR A see dealer any liab	ing: and the pressive purpose of the property	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot withitch (EQ Hitch). Is being sold by dealer aims all warranties, e SE. The dealer is not an the sole of the vehi	ties either expresse and capabilities of the vehicle equipper er on a "as-is" basis alther expressed of party to any manu- ide.	ed or implied.  their tow vehicle and the divided with a brake control  with no warranties explicitly including a facturer's warranty and	ne load capacities of the  I. This if for your persons  pressed or implied conc  INY IMPLIED WARRAN  neither assumes nor au	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Discount \$ Selling Price \$ Trade Allowand	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0 (3,234.06 102,220.0
It is the purchaser's r Whether new or used il RVs equipped with oter some Travel Tra- lacel Vehicles: Purch rechanical condition. Inclaimer of Warran IERCHANTABLE OR	dges the follow guarantee the core-purchase or "leesponsibility to a d, all RVs will need electric brakes a electric brakes and asser acknowledge asser acknowledge. FITNESS FOR A see dealer any liab	ing: undition and expressly the property back of RVs for any n tuffy research and unck and a varying degree of a must be towed out of the a weight distribution the sift the RV is used, it is thereby expressly discipated.	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot withitch (EQ Hitch). Is being sold by dealer aims all warranties, e SE. The dealer is not an the sole of the vehi	ties either expresse and capabilities of the vehicle equipper er on a "as-is" basis alther expressed of party to any manu- ide.	ed or implied.  their tow vehicle and the divided with a brake control  with no warranties explicitly including a facturer's warranty and	ne load capacities of the  I. This if for your persons  pressed or implied conc  INY IMPLIED WARRAN  neither assumes nor au	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Discount \$ Seiling Price \$ Trade Allowand \$ Est. Trade Pay \$	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0 (3,234.06 102,220.0
archaser acknowlersity Sky RV does not all sky	dges the follow guarantee the core-purchase or "leesponsibility to a d, all RVs will need electric brakes a electric brakes and asser acknowledge asser acknowledge. FITNESS FOR A see dealer any liab	ing: and the pressive purpose of the property	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot withitch (EQ Hitch). Is being sold by dealer aims all warranties, e SE. The dealer is not an the sole of the vehi	ties either expresse and capabilities of the vehicle equipper er on a "as-is" basis alther expressed of party to any manu- ide.	ed or implied.  their tow vehicle and the divided with a brake control  with no warranties explicitly including a facturer's warranty and	ne load capacities of the  I. This if for your persons  pressed or implied conc  INY IMPLIED WARRAN  neither assumes nor au	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Discount \$ Seiling Price \$ Trade Allowand \$ Est. Trade Pay	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0 (3,234.06 102,220.0
erchaser actionwies Big Sky RV does not it It sthe purchaser's r Whether new or used If RVs equipped with oter some Travel Tra sed Vehicles: Purch sechanical condition. Isclaimer of Warrar ERCHANTABLE OR ersons to issue for the griphic of Buyer  Lagrantic of Co-Buyer  Lagran	dges the follow guarantee the core-purchase or "leesponsibility to a d, all RVs will need electric brakes a electric brakes and asser acknowledge asser acknowledge. FITNESS FOR A see dealer any liab	ing: and the pressive purpose of the property	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot withitch (EQ Hitch). Is being sold by dealer aims all warranties, e SE. The dealer is not an the sole of the vehi	ties either expresse and capabilities of the vehicle equipper er on a "as-is" basis alther expressed of party to any manu- ide.	ed or implied.  their tow vehicle and the divided with a brake control  with no warranties explicitly including a facturer's warranty and	ne load capacities of the  I. This if for your persons  pressed or implied conc  INY IMPLIED WARRAN  neither assumes nor au	ir RV.  si safety.  erning it's  FIES OR  thorizes any	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Ofscount \$ Selling Price \$ Trade Allowand \$ Est. Trade Pay \$ Lien Filing Fee \$	1,155.0 0.0 105,454.0 (3,234.0 102,220.0
erchaser actionwile Big Sky RV does not it Bi	diges the following guarantee thre contemporaries the contemporaries of the responsibility to a digital state of the contemporaries	ing: and the pressive purpose of the property	disclaims all warrant eason. erstand tow ratings a repair. he Big Sky RV lot withitch (EQ Hitch). Is being sold by dealer aims all warranties, e SE. The dealer is not an the sole of the vehi	ties either expresse and capabilities of the vehicle equipper er on a "as-is" basis alther expressed of party to any manu- ide.	ed or implied.  their tow vehicle and their tow vehicle and the ed with a brake control with no warrantiles explicitly implied including a facturer's warranty and the edge of	ne load capacities of the  I. This if for your persons  pressed or implied conc  INY IMPLIED WARRAN  neither assumes nor au	ir RV. al safety, erning it's	Base Cost \$ Mfg Options \$ Freight \$ PDI \$ Dealer Options \$ Total List \$ Ofscount \$ Selling Price \$ Trade Allowand \$ Est. Trade Pay \$ Lien Filing Fee	10,114.0 795.0 995.0 1,155.0 0.0 105,454.0 (3,234.0 102,220.0

## Jayco Warranty Registration and Customer Delivery

Dealer is to assure that this form is properly completed and returned to the manufa

OWNERS NAME LCLAN; SML	ider	Remit to: Fax: 1-80	0-825-7876 N 46540
P.O. Box 227	4	DEALER NAME	DEALERNUMBER
Cody Wyo	ST ZIPCODE	ADDRESS	
6-18-2020 30	NUMBER 7-5 <b>6</b> 7 4619	any	ST ZIPCODE
EMAIL ADDRESS (OPTIONAL)	8	MODEL YEAR / MODEL	ODOMETER READING (MOTORHOME)
SERIAL NUMBER (17 DIGITS REQUIRED)		CHASSIS VIN. (17 DIGITS REQUIRED)	
All items must be marked off	by the dealer in the customer Please mark cach item "O	wDAPF46D0 's presence indicating performanc K" or "NA" (Not applicable).	KN049811 e or instruction as required.
1. Electrical System	3. Water/Plumbing System	6. Exterior	
110 Volt System 110 Volt Auxiliary Generator Operation 12-Volt System	Water Intake/Drain Lines On-Demand Water Pump	UScreen Door	Wheel Lugs - (Tighten to specs for ft lb. torque) Review Maintenance - tighten at 10/25/50 miles
Ground Fault Circuit Interrupter (GFC) All Interior Lights/Recepts/Switches All Exterior Lights/Recepts/Switches Battery System	Faucet(s)/Fixture(s)  Winterizing/Bypass  Outside:Shower  Shower  Black Holding Tank(s)	Entrance Step Finish - spot paint, touch up and rub out If necessary TV and/or Satellite Antenna Mechanism Vents - all	
Monitor Panel Slideout Operation and Maintenance Phone and Cable 1V VAudio/Video Entertainment System	Grey Holding Tank(s)  Fresh Water Holding Tank(s)  Toilet		10. General Wash Vehicle Be certain that all required literature
Converter Operation and Use  Solar Panel Interior Fans - All	4. Appliances		Be certain that all accessories including remote(s) are in the vehicle
Modifized Only Inverted Operation and Use  // Driver Dash Controls/Switches  Hydraulic Leveling Jacks	Water Heater Refrigerator Air Conditioner	Check all Fluid Levels Ghassis Prep as Recommended by the / Manufacturer	Be certain that all Owner's Manuals are in the vehicle  Be certain that the Warranty Forms are completed
Power Cord/Reel  Backup Camera and Monitor	Microwave Central Vacuum Heat Pump Washer/Dryer	✓ Tires - Condition and Pressure ✓ Wheel Lugs - as outlined in Chassis manual	11. Dealer Installed Options (Dealer installed options are not covered under
Lines and Connections  Maintenance and Operation of Regulator	5. Interior Curtain/Drapes/Valances/Blinds	8. Running Gear - Towable Only  Brake Adjustment and Maintenance  Bearing Lubrication and Maintenance  Brake Wire Connections	the manulacturer's limited warranties.)
leaks-repair if needed and retest). Set Propane Pressure at	Fire Extinguisher (Check Charge Only) Interior Trim and Sealants Windows - Cranks Mechanisms/Slides/etc.	Hydraulic Brake Fluid and Maintenance A-Frame/Coupler Operation Operate and Lube Jacks	
Outside Grill Use and Operation	weenananay sincesyett.	Tires - Condition and Pressure Set	
Owner/Dealer Inspection  Exterior and interior finish.  Operate all appliances, optional equipment, Review operation, maintenance and safety.  Explain weight ratings, limitations and prop	of Propane System per load distribution and maintenance.	Review tow vehicle, hitch and sway     Complete review of owner's manua	control set-up -test drive (towable only) is and highlight safety issues.
acknowledge that I have been given t nd observed and received satisfactor	he opportunity to inspect the RV, y explanations about all items list	take a test drive (if applicable) and ma ed above.	ike notations in the space provided
certify that the dealer has performed roduct prior to purchase and I unders	the above inspection and that the	ave received, read and understand the	Limited Warranty applicable to thi

Date CUSTOMER SIGNATURE

DEALER SIGNATURE

Dealer is responsible to keep original copy on file for a period of 10 years
Three copies required: Dealer, Customer and Manufacturer

# EXHIBIT B



- •
- •
- •
- •
- •
- •

## 2020 MELBOURNE

Built for any adventure



View All Archived Products

View 2021 Melbourne



The Jayco 2-Year Limited Warranty covers you for 24 months, or 24,000 miles for motorized products, whichever comes first, from the original date of purchase. That's 730 days, two full camping seasons. No matter how you slice it, it's coverage that lasts twice as long as the industry standard.

And the support from Jayco doesn't end there. Starting with our 2020 models, a third year of structural warranty coverage is also included, **standard**. This includes any structural components such as laminated walls, roof and floor assembly. That's 3 camping seasons or 1,095 days. Travel with confidence and go explore in your Jayco today.

<u>Click here</u> for more information regarding our industry leading warranty.

YOU'LL FIND IT'S THE BEST IN THE BUSINESS!

# EXHIBIT C

-cv-00092-DWV16 Document P Filed 08/19/21 Page 18 of 43 R/O Open Date R/O Number 3045 King Ave. West 7/13/20 6025655/1 SERVICE DEPARTMENT HOURS Billings, MT 59102 R/O Close Date Status 7:30 a.m. to 5:30 p.m. (406) 294-7000 Mercedes-Benz 7/22/20 Pre-Invoice Monday - Friday www.mbbillings.com Mileage In Mileage Out of Billings Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date 307-250-1731 Year Make Color MERCEDES-BENZ SPRINTER CAB License Number 2019 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Email: josephpmaniscalco@gmail.com		AWOONT
#1 - MBNOISE: MBNOISE Customer states there is a knock from the engine area. Please adv Caused by performed noise locate and dia noise/ performed short testing were present. as per fts recom lower oil pan to inspect for m damage.removed lower oil pan, problems were identified. perf noise on upper engine area, in actual values for adaptation c performed leak down testing.fo Installed 003 989 98 20 10 :SEAL RI Installed 611 017 00 60 :SEAL RI Installed 642 070 12 87 80 :REMA Core Chg 642 070 12 87 70 :CORE Installed 000 990 29 07 :SCREW W Installed 642 070 12 87 70 :CORE Installed 642 070 12 87 70 :CORE Installed 642 070 12 87 70 :CORE Installed 642 050 03 11 :CHAIN T excessive, repraced both head cover and inspected cams/ and found excessive	g of knocking y, no fault codes mendation, removed metal shaving and or no damage found, no formed check for spected injector corrections and fund injector leak fund injector leak fund injector found fund injector leak fun	Warranty Warranty Warranty Warranty Warranty Warranty Warranty Warranty
ERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ork hereinafter to be done along with the necessary malerial and agree that you are not appointable for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any her cause beyond your control or for any delays caused by unavailability of parts or delays in its shipments by the supplier or transporter. I here her the property of the shipment is the supplier or transporter.	LABOR PARTS	
parate the vehicle herein described on streets the leby grant you or your employees permission to	DEDUCTIBLE	
erate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing d/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure a amount of repairs thereto."	SUBLET	
The state of the s	SHOP SUPPLIES	
SCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by a manufacturer. The seller hereby expressly disclaims all warranties either express or implied, didding any implied warranties.	HAZARDOUS MATERIALS	
	SALES TAX OR TAX I.D.	
ither assumes nor authorizes any other person to assume for it any liability in connection with the ie of said products. Any limitation contained herein does not apply where prohibited by law.	SPECIAL ORDER DEPOSIT	
The state of the s	DISCOUNTS	
	TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Χ

(C) 2009 DEALERTRACK SYSTEMS Inc. - Dealership Application Group (800) 945-1028

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

(C) 2009 DEALERTRACK SYSTEMS, Inc. - Coolership Application Group (800) 845-1028

Χ

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 19 of 43 R/O Open Date R/O Number 7/13/20 3045 King Ave. West 6025655/2 SERVICE DEPARTMENT HOURS Billings, MT 59102 R/O Close Date Status 7:30 a.m. to 5:30 p.m. (406) 294-7000 7/22/20 Mercedes-Benz Pre-Invoice Monday - Friday www.mbbillings.com Mileage In Mileage Out of Billings 2327 2333 Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date 307-250-1731 Year Model Body Color License Number MERCEDES-BENZ SPRINTER CAB 2019 3500XD STANDARD R

		· · · · · · · · · · · · · · · · · · ·	
rocker arms and clearance of mor rocker arms can be wiggled and l of cylinder head port holes wit cams. as per directions of fts, all hydraulic elements and rocke arms.reinstalled and rechecked f initial starting, no noise prese for extended periods. the knocki was present with fuel injector s located the ignition knock to be cylinder 1, replaced and re codd	coosely pick out chout removing replaced cams and er for noise.on ent, after running ing returned and equencing, the injector	AMOUNT	
#2 - MBRECALL: RECALL Perform recall 2020040019 - VS3B Auto Park Function (Manual) Caused by completed recall 02-1813 0.1 completed recall 02-1813 0.1			
Front Axle Brake Hose Caused by	#3 - MBRECALL: RECALL Perform recall 2020040023 - VS3BRADVER Front Axle Brake Hose Caused by completed recall 021773 0.2 02-1796 0 1		
#4 - MB01: PERFORM VEHICLE SAFETY INS			
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair			
"YOU DESCRIPTION OF THE HEAD WITH THE DECOMPAN MATERIAL AND ASSESSED.	LABOR		
other cause beyond your control or for any delays caused by control by the cause of fire, theft, or any	PARTS		
operate the vehicle herein described on streets, highways, or all guident for the pure section to	DEDUCTIBLE		
and/or inspection. An express mechanic's I en is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	SUBLET		
ne amount of repails (nerett).	SHOP SUPPLIES		
MSCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by he manufacturer. The seller hereby expressly disclaims all warranties either express or implied,	HAZARDOUS MATERIALS		
NOUGHIN CHY HILLIED WAITANTY OF MARChantshilly or fileace for a section as a section of the sect	SALES TAX OR TAX I.D.		
neither assumes nor authorizes any other person to assume for it any liability in connection with the alle of said products. Any limitation contained herein does not apply where prohibited by law.	SPECIAL ORDER DEPOSIT		
	TOTAL DUE		
	TOTAL DUE		

### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 20 of 43

Mercedes-Benz of Billings

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

7:30 a.m. to 5:30 p.m. Monday - Friday

R/O Number
6025655/3
Status
Pre-Invoice
Mileage Out
2333
risor / Tag #

	LCO, JOE		Work Phone	RYAN BURT  Vehicle Identif	cation Number
PO BOX CODY, W	–		Home Phone	WDAPF4CD(	)KN049811
Year			307-250-1731	Delivery Date	In-Sérvice Date
	Make MERCEDES-BENZ	Model SPRINTER CAB	Body 3500XD STANDARD R	Color	License Number
			SSCOND BIANDARD R		

		<del></del>
AT NO COST TO YOU.  Caused by inspection inspection ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00		AMOUNT
#5 - MBMILEAGE: MILEAGE IN/OUT BY TEC Caused by after re coding injector, per testing for noise and no furth present, found the injectors w excessive amounts and caused t for extended period, performed all residue in exhaust, test d drive ability and engine opera no further noise concerns or d concerns found. vehicle was re ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	formed bench er noise was ere leaking down he vehicle to smoke regen and cleared rove to verify all tions are normal.	
#6 - MBTOWING: TOWING Caused by rpo tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	- • - •	
TERMS: STRICTI V CASH LINE FOR ADDITIONAL		
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or demand."	LABOR	
other cause beyong your control or for any delays caused by under the transfer of the theft, or any	PARTS	
	DEDUCTIBLE	
and/or inspection. An express mechanic's lien is hereby acknowledged on above well at a second	SUBLET	
and amount of repairs are etc.	SHOP SUPPLIES	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS	
including any implied warranty of merchantability or fitness for a anatomic express or implied,	SALES TAX OR TAX I.D.	
neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	SPECIAL ORDER DEPOSIT	
The second cappy where promotion by law,	DISCOUNTS	
	TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X

DESCRIPTION OF SERVICE AND PARTS

(C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (600) 945-1028

**AMOUNT** 

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 21 of 43 R/O Open Date R/O Number 7/13/20 3045 King Ave. West 6025655/4 SERVICE DEPARTMENT HOURS Billings, MT 59102 R/O Close Date Status 7:30 a.m. to 5:30 p.m. (406) 294-7000 7/22/20 Pre-Invoice Mercedes-Benz Monday - Friday Mileage In www.mbbillings.com Mileage Out of Billings 2327 2333 Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Hame Phone Delivery Date 307-250-1731 Make Color License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

#7 * MBADD: ADDED REPAIR ADDED OPERATION Caused by performed recheck of basic cam timing chain allocations, re s 5.6 Tech: James McElroy (107)	positioning and ealed engine cover.	
Installed 642 050 00 80: Installed 611 990 05 22: SCREW W Installed 611 990 00 10: SCREW Installed 642 050 61 01: Installed 642 050 46 01: C Installed 642 050 01 33: Insta	3@7.32 1@702.00 1@735.80 1@36.90 11@36.90	924.00 1123.20 7.32 21.96 702.00 735.80 36.90 405.90
#8 * MBADD: ADDED REPAIR ADDED OPERATION Tech: James McElroy (107) Installed 000 990 29 07 :SCREW W Installed 611 017 00 60 :SEAL RII Installed 003 989 98 20 10 :SEAL	NG	Internal Internal Internal Internal
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."  DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller heither assumes nor authorizes any other person to assume for it any liability in connection with the sale of sald products. Any limitation contained herein does not apply where prohibited by law.	LABOR PARTS DEDUCTIBLE SUBLET SHOP SUPPLIES HAZARDOUS MATERIALS SALES TAX OR TAX I.D. SPECIAL ORDER DEPOSIT DISCOUNTS TOTAL DUE	
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.		

### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 22 of 43

Mercedes-Benz of Billings

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

Work Phone

3	
R/O Open Date	R/O Number
7/13/20	6025655/5
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Adv	isor / Tag #
RYAN BURT	

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414

Vehicle Identification Number WDAPF4CD0KN049811 Home Phone Delivery Date

307-250-1731 Model Body License Number

2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS ENVIRONMENTAL/ HAZMAT FEE	AMOUNT
LAVIRONMENTAL/ HAZMAT FEE  **********************************	Internal

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. Thereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

Total Fees Amount	20.00
LABOR	924.00
PARTS	3033.08
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	92.40
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	4069.48

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

11-cV-000021-DVWI Dockmen 3 Filed 08/19/21 Page 23 of 43 R/O Open Date R/O Number 3045 King Ave. West 8/05/20 6025903/1 SERVICE DEPARTMENT HOURS R/O Close Date Billings, MT 59102 Status 7:30 a.m. to 5:30 p.m. 8/05/20 (406) 294-7000 Pre-Invoice Mercedes-Benz Monday - Friday Mileage In Mileage Out www.mbbillings.com of Billings Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date 307-250-1731 7/11/19 Make Color License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS Email: josephpmaniscalco@gmail.com		AMOUNT
#1 - MBCEL: CUSTOMER STATES THAT THE Caused by performed short testing, found the performed testing as per fault actual values of nox sensor/dpt temp sensors/ dpf pressure sens fluid quality/fill level. no direset adaptations and performed driving. no further cel active on.no adblue malfunctions found performed short test follow up as no codes found. all faults rectifurther malfunctions found at the was returned to customer.  ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	codes for  code, checked  f soot content/  sor and adblue  irect faults found.  d regen while  no further cel  d no cel active no  fter test drive,  fied and no	
#2 - MBMILEAGE: MILEAGE IN/OUT BY TECT Caused by miles mies ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	HNICIAN	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair	LABOR	
work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any	PARTS	
other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. Thereby grant you or your employees permission to	DEDUCTIBLE	
operate the vahicle herein described on streets, highways, or elsewhere for the purpose of testing	SUBLET	
and/or inspection. An express mechanic's l.en is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	SHOP SUPPLIES	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS	-
the manufacturer. The seller hereby expressly disclaims all warranties either express or implied	SALES TAX OR TAX I.D.	
including any implied warranty of merchantability or fitness for a particular purpose, and the seiler neither assumes nor authorizes any other person to assume for it any liability in connection with the	SPECIAL ORDER DEPOSIT	
sale of sald products. Any limitation contained herein does not apply where prohibited by law.	DISCOUNTS	
	TOTAL DUE	
		· · · · · · · · · · · · · · · · · · ·

DESCRIPTION OF SERVICE AND DARKS

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 24 of 43

Mercedes-Benz of Billings

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday 
 R/O Open Date
 R/O Number

 8 / 0 5 / 2 0
 6 0 2 5 9 0 3 / 2

 R/O Close Date
 Status

 8 / 0 5 / 2 0
 Pre-Invoice

 Mileage In
 Mileage Out

 2 4 5 9
 2 4 6 4

 Service Advisor / Tag #

TRUOMA

				RYAN BURT	
MANISCALCO, JOE		Work Phone	Vehicle Identification Nur		
	X 2274			WDAPF4CD	OKN049811
CODY,	WY 82414		Home Phone	Delivery Date	In-Service Date
			307-250-1731		7/11/19
Year	Make	Model	Body	Cofor	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		

DESCRIPTION OF SERVICE AND PARTS
#3 - MBTOWING: TOWING
Caused by
tow
tow
ENVIRONMENTAL/ HAZMAT FEE
Sub Total: .00
*********************
st Like us on Facebook, Google or Yelp for a chance to win $st$
* your next service on us. A drawing will be held every *
* month. *
*******************

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unaveilability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's ilen is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	,00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

Make

MERCEDES-BENZ

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

When P. Municuly

SPRINTER CAB

2019

7/11/19

License Number

Color

cv-90091-DWM, Document 3, Filed 08/49/21 Weage Psop 43 "Serson Find Ave West West Light 8/11/20 6025957 SERVICE DEPARTMENT HOURS R/O Close Date Billings, MT 59102 7:30 a.m. to 5:30 p.m. 8/20/20 Pre-Invoice (406) 294-7000 Mercedes-Benz Monday - Friday Mileage In Mileage Out www.mbbillings.com of Billings 2570 2596 Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date

307-250-1731

Body

3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS Email: josephpmaniscalco@gmail.com		AMOUNT
#1 - MBCEL: CUSTOMER STATES THAT THE Customer states vehicle has a co efficiency again. Please advise Caused by performed short testing, found level high, performed check of found run time and regen not p prerequisites not met. reset a drove, performed manual regen adaptations. no further malfun at this time. performed short testing, found d level high, performed check of r found run time and regen not per prerequisites not met. reset ada drove, performed manual regen an adaptations. no further malfunct at this time. ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	de for DPF  def continent regen history, erformed due tp daptations and test and reset scr ctions were found  ef continent egen history, formed due tp ptations and test d reset scr	Service Advisor Kyle Robinson
#2 - MBMILEAGE: MILEAGE IN/OUT BY TECT Caused by miles miles	HNICIAN	<b></b>
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair	LABOR	
work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any	PARTS	
parts shipments by the supplier or transporter. Thereby grant you or your employees permission to	DEDUCTIBLE	
Operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lier is hereby acknowledged on above vehicle to secure	SUBLET	
the amount of repairs thereto."	SHOP SUPPLIES	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS	
The manufacturer. The settler hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the celler	SALES TAX OR TAX I.D.	
incliner assumes not authorizes any other person to assume for it any liability to connection with the	SPECIAL ORDER DEPOSIT	
sale of said products. Any limitation contained herein does not apply where prohibited by law.	DISCOUNTS	

**TOTAL DUE** 

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

#### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 26 of 43 R/O Open Date R/O Number 8/11/20 6025957/2 3045 King Ave. West SERVICE DEPARTMENT HOURS R/O Close Date Billings, MT 59102 Status 7:30 a.m. to 5:30 p.m. 8/20/20 Pre-Invoice (406) 294-7000 Mercedes-Benz Monday - Friday Mileage In Mileage Out www.mbbillings.com of Billings 2570 2596 Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date In-Service Date 307-250-1731 7/11/19 Year Make Body Color License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS ENVIRONMENTAL/ HAZMAT FEE		AMOUNT	
Sub Total: .00			
#3 - MBTOWING: TOWING Caused by tow tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	- <b></b>		
#4 - MBRECALL: RECALL  perform recall 2020040019 - VS3BA  Auto - p function  Caused by  completed recall 02-1813 0.1  completed recall 02-1813 0.1	AUTOP		
#5 - MBRECALL: RECALL perform recall 2020040023 - VS3BRADVER front axle brake hose Caused by completed recall 02-1733 0.2 02-1796 0.1 completed recall 02-1733 0.2 02-1796 0.1			
#6 - MBRECALL: RECALL  perform recall 2020070011 - VS3DI  front swivel seat wiring	REHSIK		
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair	LABOR		
work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any	PARTS		
other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to	DEDUCTIBLE		
operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure	SUBLET		
the amount of repairs thereto."	SHOP SUPPLIES		
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS		
the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller	SALES TAX OR TAX I.D.		
neither assumes nor authorizes any other person to assume for it any liability in connection with the	SPECIAL ORDER DEPOSIT		
sale of said products. Any limitation contained hereIn does not apply where prohibited by law.	DISCOUNTS		
	TOTAL DUE		

Mercedes-Benz

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 27 of 43

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday 
 R/O Open Date
 R/O Number

 8/11/20
 6025957/3

 R/O Close Date
 Status

 8/20/20
 Pre-Invoice

 Mileage In
 Mileage Out

 2570
 2596

 Service Advisor / Tag #

14437424				RYAN BURT	
MANISCALCO, JOE		Work Phone	Vehicle Identification Number		
PO BOX	<del>.</del>			WDAPF4CD	OKN049811
CODY,	WY 82414		Home Phone	Delivery Date	In-Service Date
			307-250-1731		7/11/19
Year	Make	Model	Body	Color	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Caused by	-	
completed recall 02-1862 1.1 02-1863 0.1		•
completed recall 02-1862 1.1 02-1863 0.1		
**************	**	
* Like us on Facebook, Google or Yelp for a chance to win		
* your next service on us. A drawing will be held every	*	
* month.	*	
*****************	k *	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's I en is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in onnection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealerable Application Group (RVN) 945-1009

-cv-00092-DWV16 Document P Filed 08/19/21 Page 28 of 43 R/O Open Date R/O Number 3045 King Ave. West 7/13/20 6025655/1 SERVICE DEPARTMENT HOURS Billings, MT 59102 R/O Close Date Status 7:30 a.m. to 5:30 p.m. (406) 294-7000 Mercedes-Benz 7/22/20 Pre-Invoice Monday - Friday www.mbbillings.com Mileage In Mileage Out of Billings Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date 307-250-1731 Year Make Color MERCEDES-BENZ SPRINTER CAB License Number 2019 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS		AMOUNT
Email: josephpmaniscalco@gmail.com		AWOONT
#1 - MBNOISE: MBNOISE Customer states there is a knock from the engine area. Please adv Caused by performed noise locate and dia noise/ performed short testing were present. as per fts recom lower oil pan to inspect for m damage.removed lower oil pan, problems were identified. perf noise on upper engine area, in actual values for adaptation c performed leak down testing.fo Installed 003 989 98 20 10 :SEAL RI Installed 611 017 00 60 :SEAL RI Installed 642 070 12 87 80 :REMA Core Chg 642 070 12 87 70 :CORE Installed 000 990 29 07 :SCREW W Installed 642 070 12 87 70 :CORE Installed 642 070 12 87 70 :CORE Installed 642 070 12 87 70 :CORE Installed 642 050 03 11 :CHAIN T excessive, repraced both head cover and inspected cams/ and found excessive	g of knocking y, no fault codes mendation, removed metal shaving and or no damage found, no formed check for spected injector corrections and fund injector leak fund injector leak fund injector found fund injector leak fun	Warranty Warranty Warranty Warranty Warranty Warranty Warranty Warranty
ERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair ork hereinafter to be done along with the necessary malerial and agree that you are not appointable for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any her cause beyond your control or for any delays caused by unavailability of parts or delays in its shipments by the supplier or transporter. I here her the property of the shipment is the supplier or transporter.	LABOR PARTS	
parate the vehicle herein described on streets the leby grant you or your employees permission to	DEDUCTIBLE	
erate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing d/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure a amount of repairs thereto."	SUBLET	
The state of the s	SHOP SUPPLIES	
SCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by a manufacturer. The seller hereby expressly disclaims all warranties either express or implied, didding any implied warranties.	HAZARDOUS MATERIALS SALES TAX OR TAX I.D.	
ither assumes nor authorizes any other person to assume for it any liability in connection with the ie of said products. Any limitation contained herein does not apply where prohibited by law.		
The state of the s	DISCOUNTS	
	TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Χ

(C) 2009 DEALERTRACK SYSTEMS Inc. - Dealership Application Group (800) 945-1028

(C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (800) 845-102

	Case 9:21-cv	/-00091-DWM	Document 3	Filed 08/19/21	Page 29 of 43	2/0.1
	3045 k	(ing Ave. West			7/13/20	R/O Number 6025655/2
	Billings	s, MT 59102	SERVICE I	DEPARTMENT HOURS	R/O Close Date	Status
Mercedes-Be	406) 2	94-7000		a.m. to 5:30 p.m. onday - Friday	7/22/20	Pre-Invoice
of Billin		moo.egnifliddi	,**	onday - Friday	Mileage In	Mileage Out
ווחות זו	rgs				2327	2333
					Service Adv	isor / Tag #
MANISCALCO,	70E				RYAN BURT	
PO BOX 2274	OF		VV	ork Phone	Vehicle Identific	ation Number
					WDAPF4CD0	KN049811
CODI, WI 8	2414		****	me Phone	Delivery Date	In-Service Date
Year	N.A)		307-250	-1731		
	Make	Model		Body	Color	License Number
2019 MERC	EDES-BENZ	SPRINTER C	AB 3500XI	STANDARD R		
DECORPTION						

DESCRIPTION OF SERVICE AND PARTS		AMOUNT			
TOCKET dims and clearance of more than specified					
Tocker arms can be wiggled and loosely nick out					
or cyrinder nead port notes without removing					
cams. as per directions of fts, replaced cams and					
all hydraulic elements and rocker					
initial starting no noise proces	arms.reinstalled and rechecked for noise.on initial starting, no noise present, after running				
for extended periods. the knocki	nc, after running				
was present with fuel injector s	agreeurned and				
located the ignition knock to be	the injector				
cylinder 1, replaced and re codd	ed anjector				
	~~				
#2 - MBRECALL: RECALL					
Perform recall 2020040019 - VS3B	AUTOP				
Auto Park Function (Manual) Caused by					
completed marell on tone at					
completed recall 02-1813 0.1 completed recall 02-1813 0.1					
#3 - MBRECALL: RECALL					
Perform recall 2020040023 - VS3B	RADVER				
Front Axle Brake Hose					
Caused by					
completed recall 021773 0.2 02	-1796 0.1				
completed recall 021773 0.2 02-1	796 0.1				
#4 - MB01: PERFORM VEHICLE SAFETY INSI	DECETON 7 20 OF TYPE				
The transfer of the tran	FECTION. A 39.95 VALUE				
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for large of the done."	LABOR				
POPPHISIPIE IN 1988 OF HAILINGH TO VEHICLE OF SHIPLES LESS IN the Partials in age and Computer in the	PARTS				
other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to potents the value of the control	DEDUCTIBLE				
and/or inspection. An express mechanic's Len is hereby acknowledged on above vehicle to account	SUBLET				
the amount of repairs (hereto,"	SHOP SUPPLIES				
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS				
including any implied warranty of merchantability or fitness for a gardianian any implied	SALES TAX OR TAX I.D.				
neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	SPECIAL ORDER DEPOSIT				
7, 7	DISCOUNTS				
	TOTAL DUE				
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.					

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 30 of 43

Mercedes-Benz

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

7:30 a.m. to 5:30 p.m. Monday - Friday

R/O Number
6025655/3
Status
Pre-Invoice
Mileage Out
2333
risor / Tag #

MANIS	CALCO, JOE		Mark Bl	RYAN BURT	
	X 2274		Work Phone		cation Number
CODY.	- · · · -			WDAPF4CD(	)KN049811
,	11 02414		Home Phone	Delivery Date	In-Service Date
Year			307-250-1731		
	Make	Model	Body	Color	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		Electise Number
		<del></del>	1 BITTUDIALD IV		

			<del></del>
Caused by inspection	O COST TO YOU. Y on TAL/ HAZMAT FEE		AMOUNT
#5 - MBMILEAGE: MILEAGE IN/OUT BY TECHNICIAN  Caused by after re coding injector, performed bench testing for noise and no further noise was present, found the injectors were leaking down excessive amounts and caused the vehicle to smoke for extended period, performed regen and cleared all residue in exhaust, test drove to verify all drive ability and engine operations are normal. no further noise concerns or drive ability concerns found. vehicle was returned to customer. ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00			
#6 - MBTOWING: T Caused by rpo tow ENVIRONMENT Sub Total	'AL/ HAZMAT FEE		
	IGEMENTS ARE MADE. "I hereby authorize the repair the necessary material and agree that you are not	LABOR PARTS	
responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyong your control or for any delays caused by unavailability of parts or delays in		DEDUCTIBLE	
operate the vehicle herein described on stre	er. Thereby grant you or your employees permission to	SUBLET	
and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."  DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The collections are those made by		SHOP SUPPLIES	
		HAZARDOUS MATERIALS	
		SALES TAX OR TAX I.D.	
neither assumes nor authorizes any other person in decimal purpose, and the seller			
sale of said products. Any limitation contained herein does not apply where prohibited by law.		DISCOUNTS	·
		TOTAL DUE	

DESCRIPTION OF SERVICE AND PARTS

(C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (600) 945-1028

**AMOUNT** 

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 31 of 43 R/O Open Date R/O Number 7/13/20 3045 King Ave. West 6025655/4 SERVICE DEPARTMENT HOURS Billings, MT 59102 R/O Close Date Status 7:30 a.m. to 5:30 p.m. (406) 294-7000 7/22/20 Pre-Invoice Mercedes-Benz Monday - Friday Mileage In www.mbbillings.com Mileage Out of Billings 2327 2333 Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Hame Phone Delivery Date 307-250-1731 Make Color License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

Installed 611 990 05 22 :SCREW W RND. HEXAL. HEAD  Installed 611 990 00 10 :SCREW  Installed 642 050 61 01 :  Installed 642 050 46 01 :C  Installed 642 050 01 33 :  Installed 642 050 01 37 :  Installed 642 050 01 37 :  Installed 642 050 01 38 :  Installed 642 050	
ENVIRONMENTAL/ HAZMAT FEE Sub Total: 3977.08	924.00 1123.20 7.32 21.96 702.00 735.80 36.90 405.90
#8 * MBADD: ADDED REPAIR ADDED OPERATION Tech: James McElroy (107) Installed 000 990 29 07 :SCREW W FLANGE Installed 611 017 00 60 :SEAL RING Installed 003 989 98 20 10 :SEALANT MB Inter	nal nal
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair LABOR	
responsible for loss or damage to vehicle or articles left in the vehicle or articles left.	
parts shipments by the supplier or for any delays caused by unavailability of parts or delays in	
operate the vehicle herein described on streets, highweys, or etsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure	<del></del>
the amount of repairs thereto."  SHOP SUPPLIES	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	
including any implied warranty of merchantability or fitness for a patiently set in SALES TAX OR TAX I.D.	
sale of sale products. Any limitation container bearing does not easily the connection with the	
DISCOUNTS	
TOTAL DUE	
NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS. X	

### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 32 of 43

Mercedes-Benz of Billings

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

MERCEDES-BENZ SPRINTER CAB

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

3500XD STANDARD R

R/O Open Date	R/O Number
7/13/20	6025655/5
R/O Close Date	Status
7/22/20	Pre-Invoice
Mileage In	Mileage Out
2327	2333
Service Ad	visor / Tag #
RYAN BURT	

**AMOUNT** 

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414

2019

Work Phone Vehicle Identification Number WDAPF4CD0KN049811

307-250-1731 Body

DESCRIPTION OF SERVICE AND PARTS ENVIRONMENTAL/ HAZMAT FEE Internal Like us on Facebook, Google or Yelp for a chance to win your next service on us. A drawing will be held every \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. Thereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

Total Fees Amount	20.00
LABOR	924.00
PARTS	3033.08
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	92.40
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	4069.48

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

11-c/700021-DWW Dockmen 3 Filed 08/19/21 Page 33 of 43 R/O Open Date R/O Number 3045 King Ave. West 8/05/20 6025903/1 SERVICE DEPARTMENT HOURS R/O Close Date Billings, MT 59102 Status 7:30 a.m. to 5:30 p.m. 8/05/20 (406) 294-7000 Pre-Invoice Mercedes-Benz Monday - Friday Mileage In Mileage Out www.mbbillings.com of Billings Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date 307-250-1731 7/11/19 Make License Number Color 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS	· · · · · · · · · · · · · · · · · · ·	A B AZAS IN IT
Email: josephpmaniscalco@gmail.com		AMOUNT
#1 - MBCEL: CUSTOMER STATES THAT THE Caused by performed short testing, found the performed testing as per fault actual values of nox sensor/dpressure sens fluid quality/fill level. no dereset adaptations and performed driving. no further cel active on no adblue malfunctions found performed short test follow up as no codes found. all faults rectified further malfunctions found at the was returned to customer.  ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	codes for code, checked f soot content/ sor and adblue irect faults found. d regen while no further cel d no cel active no fter test drive, fied and no	
#2 - MBMILEAGE: MILEAGE IN/OUT BY TECH Caused by miles mies ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00	HNICIAN	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair	LAPOP	
work hereinafter to be done along with the necessary material and agree that you are not	LABOR PARTS	<u></u>
responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in	DEDUCTIBLE	
parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing	SUBLET	
and/or inspection. An express mechanic's ilen is hereby acknowledged on above vehicle to secure the amount of repairs thereto."	SHOP SUPPLIES	
	HAZARDOUS MATERIALS	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied,	SALES TAX OR TAX I.D.	
including any implied warranty of merchantability or fitness for a particular purpose, and the seiler naither assumes nor authorizes any other person to assume for it any liability in connection with the	SPECIAL ORDER DEPOSIT	
sale of said products. Any limitation contained herein does not apply where prohibited by law.	DISCOUNTS	
	TOTAL DUE	

DESCRIPTION OF SERVICE AND DARKS

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 34 of 43

Mercedes-Benz of Billings

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday 

 R/O Open Date
 R/O Number

 8 / 0 5 / 2 0
 6 0 2 5 9 0 3 / 2

 R/O Close Date
 Status

 8 / 0 5 / 2 0
 Pre-Invoice

 Mileage In
 Mileage Out

 2 4 5 9
 2 4 6 4

 Service Advisor / Tag #

TRUOMA

				RYAN BURT	
1	CALCO, JOE		Work Phone	Vehicle Identifi	cation Number
	X 2274			WDAPF4CD	KN049811
CODY,	WY 82414		Home Phone	Delivery Date	In-Service Date
			307-250-1731		7/11/19
Year	Make	Model	Body	Cofor	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		

DESCRIPTION OF SERVICE AND PARTS
#3 - MBTOWING: TOWING
Caused by
tow
tow
ENVIRONMENTAL/ HAZMAT FEE
Sub Total: .00
******************
* Like us on Facebook, Google or Yelp for a chance to win *
* your next service on us. A drawing will be held every *
* month. *
*****************

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unaveilability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's ilen is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	,00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

When P. Municuly

cv-90091-DWM, Document 3, Filed 28/49/21 Theore 1500-13 "Sersos FRAVO West Light 8/11/20 6025957, SERVICE DEPARTMENT HOURS R/O Close Date Billings, MT 59102 7:30 a.m. to 5:30 p.m. 8/20/20 Pre-Invoice (406) 294-7000 Mercedes-Benz Monday - Friday Mileage In Mileage Out www.mbbillings.com of Billings 2570 2596 Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date 307-250-1731 7/11/19 Make Body Color License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS		2 MGU INT
Email: josephpmaniscalco@gmail.com		AMOUNT
#1 - MBCEL: CUSTOMER STATES THAT THE CHECK ENGINE LIGHT IS ON Customer states vehicle has a code for DPF efficiency again. Please advise  Caused by performed short testing, found def continent level high, performed check of regen history, found run time and regen not performed due tp prerequisites not met. reset adaptations and test drove, performed manual regen and reset scr adaptations. no further malfunctions were found at this time.  performed short testing, found def continent level high, performed check of regen history, found run time and regen not performed due tp prerequisites not met. reset adaptations and test drove, performed manual regen and reset scr adaptations. no further malfunctions were found at this time.  ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00		
#2 - MBMILEAGE: MILEAGE IN/OUT BY TECT Caused by miles miles	HNICIAN	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair	LABOR	<u> </u>
responsible for loss or damage to vehicle or articles left in the vehicle in case of fire theft or any	PARTS	
omer cause deyond your control or for any celays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. Thereby great you or your employees permission to	DEDUCTIBLE	
operate the vehicle herein described on streets, highways, or elsewhere for the purpose of lesting and/or inspection. An express mechanic's lier is hereby acknowledged on above vehicle to secure	SUBLET	
the amount of repairs thereto."	SHOP SUPPLIES	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS	
the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller	SALES TAX OR TAX I.D.	
nettner assumes nor authorizes any other person to assume for it any liability to connection with the	SPECIAL ORDER DEPOSIT	
sale of said products. Any limitation contained herein does not apply where prohibited by law.	DISCOUNTS	
	TOTAL DUE	

PO BOX 2274

Year

2019

Х

CODY, WY 82414

Make

MERCEDES-BENZ

sale of said products. Any limitation contained herein does not apply where prohibited by law.

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

SPRINTER CAB

WDAPF4CD0KN049811

In-Service Date

License Number

7/11/19

Delivery Date

Color

### Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 36 of 43 R/O Open Date R/O Number 8/11/20 6025957/2 3045 King Ave. West SERVICE DEPARTMENT HOURS R/O Close Date Status Billings, MT 59102 7:30 a.m. to 5:30 p.m. 8/20/20 Pre-Invoice (406) 294-7000 Mercedes-Benz Monday - Friday Mileage In Mileage Out www.mbbillings.com of Billings 2570 2596 Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number

Home Phone

Body

3500XD STANDARD R

307-250-1731

DESCRIPTION OF SERVICE AND PARTS ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00		AMOUNT
#3 - MBTOWING: TOWING Caused by tow tow ENVIRONMENTAL/ HAZMAT FEE Sub Total: .00		
#4 - MBRECALL: RECALL perform recall 2020040019 - VS3B. Auto - p function Caused by completed recall 02-1813 0.1 completed recall 02-1813 0.1	AUTOP	
#5 - MBRECALL: RECALL perform recall 2020040023 - VS3B front axle brake hose Caused by completed recall 02-1733 0.2 0 completed recall 02-1733 0.2 02-	2-1796 0.1	
#6 - MBRECALL: RECALL  perform recall 2020070011 - VS3DREHSIK  front swivel seat wiring		
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair	LABOR	
work hereinafter to be done slong with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any	PARTS	
other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to	DEDUCTIBLE	
operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure	SUBLET	
the amount of repairs thereto."	SHOP SUPPLIES	
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS	
the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller	SALES TAX OR TAX I.D.	
neither assumes nor authorizes any other person to assume for it any liability in connection with the	SPECIAL ORDER DEPOSIT	

DISCOUNTS TOTAL DUE Mercedes-Benz

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 Page 37 of 43

3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday 

 R/O Open Date
 R/O Number

 8/11/20
 6025957/3

 R/O Close Date
 Status

 8/20/20
 Pre-Invoice

 Mileage In
 Mileage Out

 2570
 2596

 Service Advisor / Tag #

144377				RYAN BURT	
MANISCALCO, JOE			Work Phone	Vehicle Identification Number	
PO BOX 2274				WDAPF4CD0KN049811	
CODY,	WY 82414		Home Phone	Delivery Date	In-Service Date
			307-250-1731		7/11/19
Year	Make	Model	Body	Color	License Number
2019	MERCEDES-BENZ	SPRINTER CAB	3500XD STANDARD R		

AMOUNT

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "Thereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. Thereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's I en is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in onnection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	.00
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	.00
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

Х

C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealerable Application Group (RVN) 945-1009

OTV				2004 DUNA D
QTY.	MATERIAL MATERIAL	PRICASE 9M2	L+CV-U(	0091-DWM Document 3 Filed 08/19/21 Page 38 of 43 No. 14727
	Bristol 3" Dump Value	26	45	JOB PHONE DATE OF OLDER
,	21/ 110 1/120			Park County RV, Inc.  Over 20+ Years Experience  Over 20+ Years Experience  Over 20+ Years Experience
	3" NO HUB	16	45	244 Blackburn Avenue
				Cody, Wyoming 82414
1	LP Stare Regulator	35	95	(307) 527-GORV (4678) Fax (307) 587-6278
•	T Light I		4	1-866-627-4678
1	Shop supplies	15	00	TO:Oe
	stay supries	10		2 PHONE 2
				250/73/
				TERMS:
				DESCRIPTION OF WORK AMOUNT
				Dung vale . 5tit
	9			None of the state
				1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	, 12	*		5 to 100 NO C186/-
	(/8)			010 21 6 1 1 2 2 1
II.	0 6			41/1 Black tounh Dung Valve
				troubleskoot LP problem, furnace
				line was Kinked, Rehoute line
				Stare Regulator was bad Replace
			<u> </u>	Regulator tested Both for
	h	10		Louise MILA DE CONTROLLA
				icans and exercises
	11.40	1	/	LABOR HOURS RATE AMOUNT TOTAL MATERIAL GV CC
- 6				TIL 11
				Jeff 4 TOTAL LABOR 480 00
	1//			Mf5 54985
	y			
	•			WORK OF STEED DATE ON PLETED D 1 TAX 2150
	(MAY BE CONTINUED ON OTHER SIDE.)			SIGNATURE (I bereby acknowledge the satisfactory completion of the above described work.)  Thank You!
	Situatorial			2 ough P. Municola PAYTHIS AMOUNT -> 6665
				The last state of the state of



3045 King Ave. West Billings, MT 59102 (406) 294-7000 www.mbbillings.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

R/O Open Date R/O Number 8/28/20 6026143/1 R/O Close Date Status 9/30/20 Reprint Mileage In Mileage Out 2595 2595 Service Advisor / Tag #

RYAN BURT

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414

Work Phone Vehicle Identification Number WDAPF4CD0KN049811 Home Phone **Delivery Date** In-Service Date 307-250-1731 7/11/19

Year Make Model Body License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS		AMOUNT		
Email: josephpmaniscalco@gmail.com	78			
#1 - MR MBDRIVE: DRIVEABLITY CONCERN				
Customer states vehicle giving message for Adblue	20			
system fault. Please advise	情報			
Corrected by 499068: (4905706)	3.			
Tech: Eddie Rogers(EDD)	31	Warranty		
Corrected by 499069: (4905706)		1		
Tech: Eddie Rogers(EDD)	·	Warranty		
Corrected by 495915: (4905706)	13:			
Tech: Eddie Rogers(EDD)		Warranty		
Corrected by 075290: (4905706)		warrancy		
Tech: Eddie Rogers(EDD)	705	Warranty		
Corrected by 496661: (4905706)	4	warrancy		
Tech: Eddie Rogers(EDD)		Warranty		
Corrected by 071668: (4905706)	·	warrancy		
Tech: Eddie Rogers(EDD)	1.4.	Warranty		
Corrected by 541011: (4905706)	78.1	warrancy		
Tech: Eddie Rogers (EDD)	4.9	[1] o zazao m +		
Tng+2]]ed 000 400 14 41 grand	O+17. 1	Warranty		
T	Qty: 1 Qty: 1	Warranty		
T		Warranty		
Tmg+=11-1 000 00= 00 00	Qty: 1	Warranty		
Tng+011-3 100 004 10 4=	Qty: 1	Warranty		
Tratelled 000 400 of 00	Qty: 1	Warranty		
Tmg+allad 010 400 00 00	Qty: 1	Warranty		
Tmatallal 000 000 cm as as as a	Qty: 1	Warranty		
Tratalled 000 005 01 10 2222 1	Qty: 3	Warranty		
Tratalled ood oor of to seem land	Qty: 1	Warranty		
installed 000 905 91 12 :NOX SENSOR	Qty: 1	Warranty		
TERMS OFFICE VALUE OF THE PROPERTY OF THE PROP				
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not	100			
responsible for loss or damage to vehicle or articles left in the vehicle in coop of the their land.				
other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permissiph to	16.			
operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure	100	2 1		
the amount of repairs thereto."  SHOP SUPPLIES	48'-	11		
DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by				
the manufacturer. The seller hereby expressly disclaims all warranties either express or implied.				
including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the				
sale of said products. Any limitation contained herein does not apply where prohibited by law.  DISCOUNTS	2.13			
	3500			

TOTAL DUE



X

(C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (800) 945-1028

Mercedes-Benz of Billings

Case 9:21-cv-00091-DWM Document 3 Filed 08/19/21 3045 King Ave. West Billings, MT 59102 (406) 294-7000

www.mbbillings.com

SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

PaRO Open Date R/O Number 8/28/20 6026143/2 R/O Close Date Status 9/30/20 Reprint Mileage In Mileage Out 2595 2595

Service Advisor / Tag # RYAN BURT MANISCALCO, JOE Work Phone Vehicle Identification Number PO BOX 2274 WDAPF4CD0KN049811 CODY, WY 82414 Home Phone Delivery Date In-Service Date 307-250-1731 7/11/19 Year Make Body License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

		E, F , 2 916		off!	, i	
DEC.	ODIDION OF SERVICE AND THE			345	10.5	
DESC	CRIPTION OF SERVICE AND PARTS INSTALLED 906 490 51 00 :EXHAUST				AMOUNT	
	nstalled 000 005 11 33 . PROFITE	SYSTEM	Qty:		Warranty	
T <sub>2</sub>	nstalled 000 995 11 33 :PROFILE	CLAMP F EXHAUST	Qty: Qty:		Warranty	
*:	nstalled 000 905 06 08 :SOOT PA	OOT PARTICULATE SENSOR			Warranty	
m	**wro*** tech edd- check and fo	ound ad blue		3		
1116	essage on in cluster. no check	engine light.		Car II.		
pe	erformed short test has code for	or scr efficiency.				
CJ	reated an PTSS case 000149703.	as per FTS		219		
Té	eplace o2 sensor and DPF. clerk	ed faults and		200		
pe	errorm teach in or DPF and of s	of DPF and o2 sensor. test drove				
aı	nd message came back. as per FT	'S replace both		ulifa U		
110	ox sensors and perform teach in	. clear fault and		1/5		
700	est drive . message came back o	n. as per FTS	•	A.a		
Τ.	eplace scr and perform reset of	all values.		18		
	each in SCR and replace soot se	nsor ( soot		14		
SE	ensor threads stripped when rem	vi8ng from old		91.10		
50	ciear fault codes and test	clear fault codes and test drive ( 2 30 mile				
LI	rips.) no more messages in clus	ter. returning		Пα		
VE	ehicle to client.			38.		
#2 -	MD MDMTI ER GE MTT ER GE					
	MR MBMILEAGE: MILEAGE IN	GE IN/OUT BY TECHNICIAN		348		
EL	VVIRONMENTAL/ HAZMAT FEE					
27	ub Total: Labor: .00 Parts:	.00 Total: .00				
ر کے ۔ ۔ ۔ ۔ ۔				74		
#3 *	MP MPTDIM. INTERIOR /FYTER	DTOD GONGEDNG /DDD				
ΔΓ	MR MBTRIM: INTERIOR/EXTE	RIOR CONCERNS/REPAIRS	5	8		
	VIRONMENTAL/ HAZMAT FEE			. 34		
Tr	estalled 910 725 11 00 :FIXED S	TDE MINDOW		3/4	Internal	
Replace window and seal.		SIDE WINDOW			Internal	
100	prace window and sear.			78.1		
EDMS: STRICTLY				750		
ork nereinanter to	CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the lepair be done along with the necessary material and agree that you are not	LABOR		-10	4 11 22 4 11	
responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, other cause beyond your control or for any delays caused by unavailability of parts or delay		PARTS				
arts shipments by t	ne supplier or transporter. I hereby grant you or your employees norming to	DEDUCTIBLE		14		
nd/or inspection. A	herein described on streets, highways, or elsewhere for the purpose of testing un express mechanic's lien is hereby acknowledged on above vehicle to secure	SUBLET		733		
e amount of repairs	s thereto."	SHOP SUPPLIES				
ISCLAIMER OF W	ARRANTIES. Any warranties on the products sold hereby are those made by	HAZARDOUS MATERIALS		74		
he manufacturer. The seller hereby expressly disclaims all warranties either express or impoluding any implied warranty of merchantability or fitness for a particular purpose, and the seither assumes nor authorizes any other person to assume for it any liability in connection wit allow of said products. Any limitation contained herein does not apply where prohibited by law.		SALES TAX OR TAX I.D.		35/2		
		SPECIAL ORDER DEPOSIT		Life II	ls.	
		DISCOUNTS				
	Ц	TOTAL DUE		ng ka	1	
		4.				
NO PETURA	NON ELECTRICAL OR CAFETY ITEMS OF OTHER	= [b ] = [				
NO RETORN	NON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.					



3045 King Ave. West Billings, MT 59102

(406) 294-7000 www.mbbillings.com

### SERVICE DEPARTMENT HOURS 7:30 a.m. to 5:30 p.m. Monday - Friday

2 R/O Open Date R/O Number 8/28/20 6026143/3 R/O Close Date 9/30/20 Reprint Mileage In Mileage Out 2595 2595

Service Advisor / Tag # RYAN BURT

MANISCALCO, JOE PO BOX 2274 CODY, WY 82414

Vehicle Identification Number Work Phone WDAPF4CD0KN049811 Home Phone In-Service Date 307-250-1731 7/11/19

Year Make Body License Number 2019 MERCEDES-BENZ SPRINTER CAB 3500XD STANDARD R

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<pre>int tech edd- repalce right frt door quarter    glass and seal  *************************  * Like us on Facebook, Google or Yelp for a chance to win *    your next service on us. A drawing will be held every    * month.  ***********************************</pre>	AMOUNT

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. "I hereby authorize the work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of te and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

LABOR	New Year	.00
PARTS	121	.00
DEDUCTIBLE		.00
SUBLET		.00
SHOP SUPPLIES	. 716	.00
HAZARDOUS MATERIALS		.00
SALES TAX OR TAX I.D.		.00
SPECIAL ORDER DEPOSIT	A. Property of the Control of the Co	.00
DISCOUNTS	en la companya de la	.00
TOTAL DUE	13.3	.00

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

(C) 2009 DEALERTRACK SYSTEMS, Inc. - Dealership Application Group (800) 945-1028

# EXHIBIT D

### LEMON LAW GROUP PARTNERS PLC

Attorneys and Counselors at Law 3323 NE 163rd Street, Suite 504 North Miami Beach, Florida 33160

Telephone (888) 415-0610 Facsimile (888) 809-7010 Email: info@lemonlawgrouppartners.com

October 8, 2020

Jayco, Inc., Customer Service 903 S Main Street P.O. Box 460 Middlebury, IN 46540

Re: Lelani Snyder & Joseph P Maniscalco Vehicle: 2020 Jayco Melbourne 24LP VIN: WDAPF4CD0KN049811

### Dear Sir/Madam:

Please be advised that this law firm represents the legal interests of Lelani Snyder & Joseph P Maniscalco relating to the purchase of the above-mentioned vehicle. Let this letter serve as notification that you immediately cease and desist all communications with our client. The only exception is the dealership may communicate with the client in reference to future repairs. Moreover, if you make any attempts to settle with our client without including all statutory relief, including all damages attorney fees and costs the consumer is entitled to, we may file suit against you. This letter hereby notifies you of our attorney's lien with respect to our client.

Please let this letter also serve as notification that our client's vehicle is defective. The vehicle has been brought in for repairs several times for numerous defects and although you have been afforded sufficient opportunities for repairs, the defects continue to exist and substantially impair the use and value and/or safety of the vehicle. If you are interested in any further repairs pursuant to the Lemon Law you must contact me immediately. Our client demands that you immediately take action as required by law.

This letter shall also serve as our client's Revocation of Acceptance pursuant to the Uniform Commercial Code § 2608 and notice of defect under the Lemon Law. Due to the serious defects with the Vehicle since its purchase, our client hereby demands a return of the full purchase price along with all interest paid on the finance note as well as attorney fees and incidental and consequential damages within 10 days of receipt of this letter to settle this matter prior to filing a lawsuit.

Please be advised that if you do not adhere to our demands within 10 days, our client has instructed me to file a lawsuit against you asserting claims that include, but in no way are limited to, breach of warranties, both express and implied, violation of the Magnuson Moss Warranty Act, violation of the Lemon Law, revocation of acceptance, and common law breach of contract. Please direct all future communication to my attention.

Respectfully submitted,

LEMON LAW GROUP PARTNERS PLC

By: s/n Brooks Siegel

Attorney for Plaintiff

CC: Big Sky RV of Billings, 6708 S Frontage Rd, Billings, MT 59101